

MEMORANDUM OF UNDERSTANDING

by and between

HARTFORD BOARD OF EDUCATION

and

THE TRUSTEES OF TRINITY COLLEGE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as this or the "Agreement"), effective as of the 2nd day of June, 2011 (the "Effective Date"), by and between the **HARTFORD BOARD OF EDUCATION**, a municipal body and state agent established pursuant to Chapter IX, Section 1 of the Charter of the City of Hartford, Connecticut, with an office at 960 Main Street, 8th Floor, Hartford, Connecticut 06103 (hereinafter the "Board"), and **THE TRUSTEES OF TRINITY COLLEGE**, a Connecticut higher education institution located at 300 Summit Street, Hartford, Connecticut 06106 (hereinafter "the College," and the Board and the College and sometimes hereinafter referred to individually as a "Party," and collectively, as the "Parties").

WITNESSETH:

WHEREAS, the Board oversees and manages the public schools of the City of Hartford ("HPS"), and desires to provide the highest quality education available to the children of the City of Hartford;

WHEREAS, the College is a non-profit institution of higher education, duly incorporated and existing under the laws of the State of Connecticut, specializing in the liberal arts and has an interest in using its intellectual capital and knowledge of higher education to assist in preparing more students from Hartford and the greater Hartford area to attend and to succeed in college;

WHEREAS, the mission of HPS states, "Hartford's system of schools exists to provide students with access to participation in a global economy through attainment of academic standards of the State of Connecticut and readiness for post-secondary education;"

WHEREAS, the mission of the College states, "Trinity College is a community united in a quest for excellence in liberal arts education. Our purpose is to foster critical

thinking, free the mind of parochialism and prejudice, and prepare students to lead examined lives that are personally satisfying, civically responsible, and socially useful;"

WHEREAS, the Board has developed and approved a set of strategies to improve academic performance by both improving capacities at existing schools and introducing new schools based on proven academic models which parents or guardians can choose for their children;

WHEREAS, the College has a rich community involvement tradition and was a lead partner in the development of the Learning Corridor in partnership with Southside Institutions Neighborhood Alliance;

WHEREAS, the Board recognizes that Hartford Magnet Middle School (the "School") on the Learning Corridor campus is a highly successful school and therefore desires to grow the School from a 6-8 grade configuration to a 6-12 grade configuration, and to enroll approximately 100 students in each of the 9th through 12th grades;

WHEREAS, the College intends to be an on-going advisor on the design of the School's curriculum and a participant in the oversight of the management of the School through having representatives on the School's Governance Council and providing the chairperson of the Governance Council;

WHEREAS, the Parties agree to rename the school the Hartford Magnet Trinity College Academy ("the Academy") in recognition of the emphasis the Academy will place on preparing students to attend and to succeed in college in general, and the high standard of higher education represented by the College specifically; and

WHEREAS, the Parties desire this Agreement to become effective as of the Effective Date immediately upon signing.

N O W T H E R E F O R E:

In consideration of the mutual promises herein contained, the Parties hereto hereby agree as follows:

1. Purpose of this Agreement. This Agreement establishes a means for cooperative efforts between the Parties as it pertains to the Academy in accordance with the design specifications therefor submitted by the Hartford Public Schools Office of School Design and approved by the Board (the "Design Specifications"), which Design Specifications are attached as Exhibit A and made a part hereof. The scope of the agreement, beyond the operational guidelines established by the Board's School

Governance Council Policy, which guidelines are attached hereto as Exhibit B and made a part hereof, shall include the following: involvement of College faculty and students; Pre-9th Grade Writing & Study Skills Program; the College Campus Academy Program; Pre-10th Grade Science & Technology Program, and other activities and programs as may be mutually agreed. This Agreement shall provide the foundation and framework for joint collaborative efforts between the Parties and will be referenced in any subsequent, more detailed agreements between them. The Parties retain discretion by mutual written consent to expand this Agreement's scope. In the event of a conflict between this MOU and the terms of Exhibit A or Exhibit B, the terms of this MOU shall control and prevail.

2. Term and Renewal; Termination. This Agreement shall be for a period of ten (10) years commencing on the Effective Date ("Term"). Upon the Term's initial expiration, the Term shall automatically renew for an additional ten (10) years absent a nonrenewal notice duly delivered by either Party as set forth below. If a Party gives nonrenewal notice to the other Party no later than one year before such expiration, then this Agreement shall terminate at the end of the then current Term.

This Agreement may be terminated by either Party upon material breach of this Agreement by the other Party. The breaching Party shall be given written notice of the material breach and granted thirty (30) days to cure said breach.

This Agreement may also be terminated by either Party without cause upon written notice given by the terminating Party to the other Party effective at the end of the then current school year and provided such written notice is given not less than ninety (90) days prior to the end of such school year.

Upon the Term's end or the termination of this Agreement, the Parties in good faith must determine an appropriate disposition of any matters including, without limitation: any associated documentation, fees, equipment or facilities related to the Agreement. In addition, upon the Term's end or the termination of this Agreement, the name of the school must be changed to cease reference to the College.

3. Components of Relationship. Consistent with their respective missions, the Parties have chosen to establish a formal relationship under this Agreement, in order to work in a collaborative fashion to their mutual benefit and that of their respective constituents, particularly the students from the Academy and the College. The cooperation created hereunder, may include, but not be limited to, the following components.

a. School Governance Council (“SGC”): The School Governance Council shall follow the structure delineated in the State of Connecticut Magnet Operating Plan (the “Plan”). In the event of a conflict between the terms of the Plan and the terms of Exhibit B, the terms of the Plan shall control and prevail.

b. Faculty: Faculty from the College will be involved in the design and periodic evaluation and redesign of academic programs designed to prepare Academy students for acceptance into the Early College Academy high school grades and subsequently for admission to college. All programs will be designed in partnership with Hartford Public Schools staff designated by the Superintendent of Schools for the purposes of planning and implementation with fidelity to the Design Specifications for the Academy approved by the Board (Exhibit A).

c. Students: Students from the College may serve as tutors and mentors at the Academy and will be afforded priority placement for internships, teaching positions and other training opportunities.

d. Pre-9th Grade Writing & Study Skills Program: Both Parties are in agreement that critical thinking and writing skills will be a major focus in all four years of the Academy program. As such, Academy students will participate in a two (2) week intensive time management, writing, and study skills development program during the summer prior to entering the 9th grade. The student will have the opportunity to complete one of four sessions. These students must complete the program satisfactorily in order to commence 9th grade at the Academy. The program will be co-taught by faculty from the College and from the Academy. Pursuant to a separate agreement, Hartford will provide funding to the College for the College faculty engaged in this program.

e. Pre-10th Grade Science & Study Skills Program: The Parties intend to create a summer program to develop science and technology skills for students prior to their entering 10th grade. The program will be co-taught by faculty from the College and from the Academy. Pursuant to a separate agreement, Hartford will provide funding to the College for the College faculty engaged in this program.

f. Early College Academy: The parties intend to permit qualified Academy students to apply to take courses at the College that would typically be taken by first year college students. In that regard, Academy students may apply

in the second half of their junior year of high school to take such courses during their senior year of high school. Students who are admitted to such courses will earn College credit for courses that they successfully complete. The College, in the sole discretion of its Faculty, will set the standards to be met by the Academy students for admission to a course(s), and the College will apprise the Academy of the rationale for the standards and for changes to them from time to time as the College sees changes in higher education for which Academy students will need to prepare. To help determine whether a student has reached a level appropriate for admission into a Trinity College course, each Academy student will have an Individual Learning Plan (ILP) overseen by Academy faculty and teachers. The Parties agree to establish a “curricular design team” responsible for fully assessing the needs of the program. Academy students who meet the program standards prior to their senior year will require special approval from the President of the College.

The Parties understand that a student who receives college course credit from Trinity College may or may not be able to have that course credit recognized at a college other than Trinity and that in some cases the student may simply be permitted to place out of a course at the college they attend as opposed to offsetting the number of credits they must earn while in their college to graduate. Although it is probable that credits from Trinity will be accepted at other institutions, Trinity cannot warrant in any way that all colleges and universities will recognize all credits an Academy student may earn at Trinity.

The Faculty of the College and the Registrar of the College, solely, will determine whether there is space available in any college level course to accommodate a qualified high school senior from the Academy. The parties recognize that it will be difficult for students to qualify to take college classes at Trinity, and that Trinity promotes to its own students and their families that the College offers small class sizes. Nonetheless, the Parties will make it an on-going priority to work diligently to accommodate qualified students as the Early College Academy becomes successful.

At the point in which the numbers of Academy students who qualify becomes too great for the College to absorb and yet continue to meet its own standards, the Board and the College will collaborate to determine how best to address this demand. Initially, the College will be paid \$1,000.00 per course taken by a qualified Academy student. The College will have the right to inflate this cost annually in accordance with the Consumer Price Index (“CPI”).

g. Acceptance to The College: The College desires to identify qualified students – especially from Hartford – for admission to Trinity. The College’s standards for admission are among the toughest in the United States along with those of the College’s peer liberal arts institutions. The College will work with the Academy to identify such students, recognizing that some of them may be spotted early in their careers at the Academy during their middle school and early high school grades. Nonetheless, there can be no inference that successfully completing his or her work at the Academy will lead to admission to Trinity, but Trinity will help to assess students’ performance throughout their years at the Academy to enhance their opportunities to go to college, first and foremost, and possibly to Trinity or other elite colleges and universities. Trinity will also assist students from the Academy to understand what sources of financial aid may be available to them wherever they are admitted to college, including Trinity.

h. Funding Acquisition: The Parties intend to form collaborative teams to seek external and internal funding opportunities. The Hartford Public Schools shall fund the Academy through the Hartford Public Schools’ Student Based Budget system approved by the Board. In addition, the Board agrees to pursue the necessary funding for the Academy’s facility growth needs. This includes any special funding allocations, capital funds, or other discretionary resources available to Hartford Public Schools for use by its individual schools. The Board represents that it will use all good faith efforts to secure the necessary appropriations for the current operation of the Academy and for the Academy’s facility growth needs.

i. Facilities: The Board will utilize existing space in the Learning Corridor to provide classrooms for the 9 – 12th grade program until such time as it opens new space planned to be added on the Learning Corridor Campus. The Board represents to Trinity that it is diligently pursuing the construction of the new space and that it expects to have the necessary funding in place and to break ground on the new space on or before August 31, 2015. In addition, the College will work to create space and schedule time for seniors in high school to take their senior year high school level courses on Trinity’s campus to the maximum extent possible. In addition, the Board and the College will work to create a plan and procedures whereby certain other Trinity facilities, such as the Mather dining hall, can be utilized by Academy students who have classes or other business on Trinity’s campus. The SGC would be charged to recommend such plan and procedures to the Board and the College.

4. Insurance. Each Party shall at all times that this Agreement is in effect maintain general liability insurance and property insurance on its present and future properties, assets, and business against such casualties, risks and contingencies, and in such types and amounts, as is consistent with customary industry practices and standards.

Within thirty (30) days after the Effective Date, all general liability insurance of each Party shall name the other Party as an additional insured and all property insurance of each Party shall name the other Party as a loss payee.

In the event of failure by either Party to provide and maintain insurance as herein provided, the other Party may, at its option, provide such insurance and charge the amount thereof to the Party that failed to provide and maintain the required insurance.

Each Party shall furnish the other Party upon its request with certificates of insurance and policies evidencing compliance with the foregoing insurance provisions of this Agreement.

5. Entire Agreement. All understandings and agreements heretofore had between the Parties with respect to such matters are hereby merged into this Agreement. This Agreement may not be amended, modified, altered or changed in any respect, whatsoever, except by a further agreement in writing, fully executed by each of the Parties hereto.

6. Construction of Agreement. The preparation of this Agreement has been a joint effort of the Parties, and, as such, the resulting document shall not be construed more severely against one of the Parties than the other.

7. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

8. Notices. Any notice, demand, offer or other written instrument required or permitted to be given, made or sent under this Agreement ("Notice") shall be in writing, signed by or on behalf of the Party giving such Notice, and shall be hand delivered or sent, postage prepaid, by recognized national overnight courier, or by certified mail, return receipt requested, addressed as follows:

TO HARTFORD BOARD OF EDUCATION:

Superintendent
Board of Education
960 Main Street, 8th Floor
Hartford, Connecticut 06103

With a copy to:

Executive Director of Institutional Advancement
Board of Education
960 Main Street, 8th Floor
Hartford, Connecticut 06103

TO THE TRUSTEE OF TRINITY COLLEGE:

President
The Trustees of Trinity College
300 Summit Street
Hartford, Connecticut 06106

With a copy to:

Vice President Finance & Operations/Treasurer
The Trustees of Trinity College
300 Summit Street
Hartford, Connecticut 06106

Notice shall be effective upon receipt.

Either Party may change its address set forth in this Section by giving Notice to the other Party in accordance with this Section.

9. Original Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and together shall be considered one document.

10. Invalidity of Portion of Agreement. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted in such a way and with such meaning to render such portion valid or consistent.

11. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns.

13. Force Majeure. Except as otherwise specifically provided elsewhere in this Agreement, in any case where a Party may be required to do any act, the time for such performance shall be extended by the period of delays caused by fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, or other causes beyond the reasonable control of the Party.


14. Relationship. The Parties are independent contractors. Nothing in this Agreement is considered to create or imply any relationship between the Parties in the nature of any joint venture, employer/employee, principal/agent or partnership. No Party or its applicable personnel:

- a. becomes an employee of the other Party; or
- b. has any authority to - nor has a right to attempt to - assume any obligation by or on behalf of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

WITNESSED BY:

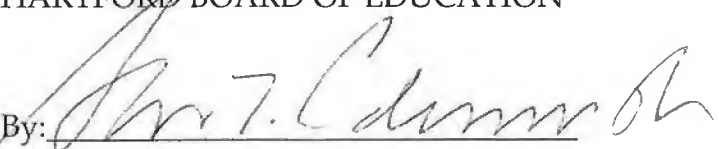
HARTFORD BOARD OF EDUCATION



Name




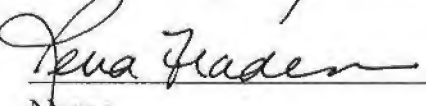
Name

By: 


Its:
Duly Authorized

THE TRUSTEES OF TRINITY COLLEGE



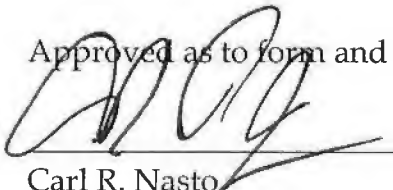
Name


Name

By: 

Its:
Duly Authorized

Approved as to form and legality:



Carl R. Nasto
Deputy Corporation Counsel